

AY

IN THE DISTRICT COURT
COUNTY OF VALENCIA
STATE OF NEW MEXICO

Hon. Judge: Sanchez, James Lawrence

Case No.: D-1314-CV-2016-00011

YVONNE MARTINEZ

Plaintiff,

v.

HARTFORD FINANCIAL GROUP, LLC

Defendant.

**COMPLAINT FOR BREACH OF CONTRACT, BREACH OF IMPLIED COVENANT
OF FAIR DEALING AND UNFAIR TRADE PRACTICES**

COMES NOW Plaintiff Yvonne Guardian, by and through her attorney of record
Amavalise F. Jaramillo, Esq., and in support of her complaint for personal injury states as
follows:

- 1) Plaintiff Yvonne Martinez is a resident of Valencia County, New Mexico.

EXHIBIT

A

- 2) At all times material to this complaint, Plaintiff Yvonne Martinez is and was a resident of Valencia County, New Mexico.
- 3) The Defendant Hartford Financial Group, LLC, is an Ohio limited liability Corporation that does business in New Mexico.
- 4) On March 14, 2012, Defendant was driving on Interstate 25 and Comanche when she was struck from by a vehicle being driven by Jonathan Moreno.
- 5) Mr. Jonathan Moreno was insured by Allstate Insurance under a liability insurance policy with a bodily injury policy limit of \$25,000.00, per person.
- 6) Plaintiff Yvonne Martinez was insured by Defendant Hartford Financial Group, LLC with an UM/UIM policy that stacked several vehicles.
- 7) Jonathan Moreno's negligent driving caused Plaintiff to sustain an injury that manifested in the form of numbness to several of her middle fingers the proximate cause or aggravation of which was a proximate result of Jonathan Moreno's negligence.
- 8) Plaintiff Martinez is an APD officer that uses a service weapon.
- 9) The injury to her fingers interfered in her ability to fire her service weapon.
- 10) Plaintiff's doctors have advised her that her injuries are career ending and that she is in need of a fusion surgery.
- 11) Allstate paid damages in the amount of \$20,000.00, in consideration for a release of liability for their insured.
- 12) Plaintiff's remaining damages are in excess of \$75,000.00.
- 13) Plaintiff has made demand upon Hartford Financial to pay her remaining damages but has not been able to reach a settlement with Hartford Financial.

BREACH OF CONTRACT

- 14) The above paragraphs are incorporated by reference as if fully set forth herein.
- 15) By virtue of the UM/UIM coverage under Plaintiff's auto policy Defendant Hartford Financial Service stands in the same position as the tortfeasor Jonathan Moreno.
- 16) By virtue of the UM/UIM coverage Defendant Hartford Financial owes Plaintiff a duty to compensate her for the remaining balance of her damages.
- 17) Defendant breached the terms of the contract existing between itself and Plaintiff.
- 18) Defendant breached the terms of any implied contract which existed between the parties.
- 19) Defendant is liable for breach of contract, incidental, consequential, compensatory and other damages as will be proven at trial.
- 20) Defendant is liable for pre and post judgment interest as well as attorney's fees and is liable for any other relief that the Court may deem just and proper.

COUNT II: BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

- 21) The above paragraphs are incorporated by reference as if fully set forth herein.
- 22) Defendant had a duty to act in good faith with respect to the obligations it owed Plaintiff its insured under the UM/UIM coverage that it owes Plaintiff under the policy.
- 23) Defendant breached that duty by failing to effectuate prompt, fair and equitable settlement of her claims under the policy.
- 24) Defendant further breached its duties it owed plaintiff by failing to compensate her for her bodily injuries in excess of the policy limits by the tortfeasor's insurance carrier.
- 25) Defendant is liable for breach of implied covenant of good faith and fair dealing in an amount to be proven at trial.

COUNT III: UNFAIR TRADE PRACTICES

- 26) The above paragraphs are incorporated by reference as if fully set forth herein.
- 27) New Mexico law NMSA §57-12-2 proscribes certain unfair, deceptive or unconscionable trade practices.
- 28) Defendant committed unfair trade practices against plaintiff by misrepresenting the nature and benefits that it would provide Plaintiff under the automobile insurance policy.
- 29) Defendant is liable for unfair and deceptive trade practices in an amount as will be proven at trial.

Sincerely,

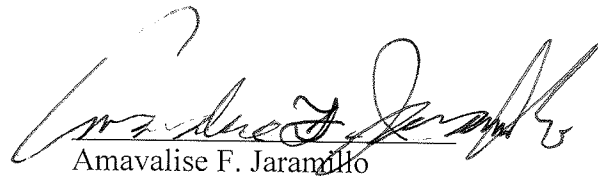
/s/ Amavalise F. Jaramillo, Esq.
Amavalise F. Jaramillo, Esq.
PO Box 28
Tome, NM 87060
Phone: 505-553-2092
Fax: 505-916-0377
Amavalise@gmail.com

VERIFICATION

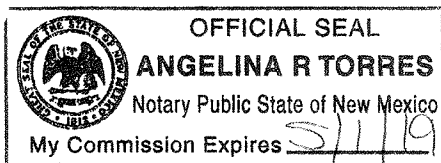
STATE OF NEW MEXICO)
)
COUNTY OF VALENCIA) ss.

Amavalise F. Jaramillo, being first duly sworn upon oath, deposes and states:

That I have read, know, and understand the contents of the foregoing pleading, and the statements therein are true and correct to the best of my knowledge and belief.


Amavalise F. Jaramillo

SUBSCRIBED AND SWORN TO before me this 5th day of November 2015




NOTARY PUBLIC

My Commission Expires: 05/01/2019

SUMMONS	
Thirteenth Judicial District Court Valencia County, New Mexico Court Address: 1835 Highway 314 SW P.O. Box 1089 Los Lunas, NM 870031 Court Telephone: (505) 865-4639	Case Number: D1314-CV-2016-00011 Judge: Hon. James L. Sanchez
Plaintiff(s)/Petitioner(s): Yvonne Martinez v. Defendant(s)/Respondent(s): Hartford Financial Group, LLC.	Defendant/Respondent Name: Hartford Financial Group, LLC c/o Incomp. Services Inc. 1012 Marquez PL. Suite 106 B Santa Fe, NM 87501

TO THE ABOVE NAMED DEFENDANT(S)/RESPONDENT(S): Take notice that:

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA). The Court=s address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at www.nmbar.org; 1-800-876-6657; or 1-505-797-6066.

Dated at Los Lunas, New Mexico, this 7th day of January, 2016.

CLERK OF COURT -**PHILLIP ROMERO**

By: /s/ A. Yohn

Deputy



/s/ Amavalise F. Jaramillo

Signature of Plaintiff/Petitioner or Attorney

Name: Amavalise F. Jaramillo

Address: PO Box 28

Telephone: 505-304-0405

Fax: 505-916-0377

Email Address: Amavalise@gmail.com

THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 OF THE NEW MEXICO RULES OF CIVIL PROCEDURE FOR DISTRICT COURTS.

RETURN

STATE OF NEW MEXICO)ss
COUNTY OF _____)

I, being duly sworn, on oath, state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served this summons in _____ county on the _____ day of _____, _____, by delivering a copy of this summons, with a copy of complaint attached, in the following manner: **(check one box and fill in appropriate blanks)**

☐ to the defendant _____ (*used when defendant accepts a copy of summons and complaint or refuses to accept the summons and complaint*)

☐ to the defendant by [mail] [courier service] as provided by Rule 1-004 NMRA (*used when service is by mail or commercial courier service*).

After attempting to serve the summons and complaint on the defendant by personal service or by mail or commercial courier service, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

☐ to _____, a person over fifteen (15) years of age and residing at the usual place of abode of defendant _____, (*used when the defendant is not presently at place of abode*) and by mailing by first class mail to the defendant at _____ (*insert defendant's last known mailing address*) a copy of the summons and complaint.

☐ to _____, the person apparently in charge at the actual place of business or employment of the defendant and by mailing by first class mail to the defendant at _____ (*insert defendant's business address*) and by mailing the summons and complaint by first class mail to the defendant at _____ (*insert defendant's last known mailing address*).

☐ to _____, an agent authorized to receive service of process for defendant _____.

☐ to _____, [parent] [guardian] [custodian] [conservator] [guardian ad litem] of defendant _____ (*used when defendant is a minor or an incompetent person*).

☐ to _____ (*name of person*), _____, (*title of person authorized to receive service. Use this alternative when the defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision*).

Signature of person making service

Fees: _____

Title (*if any*)

Subscribed and sworn to before me this _____ day of _____, _____

Judge, notary or other officer authorized to administer oaths

Official Title

AY

IN THE DISTRICT COURT
COUNTY OF VALENCIA
STATE OF NEW MEXICO

Hon. Judge: James L. Sanchez

Case No.: D-1314-CV-2016-00011

YVONNE MARTINEZ

Plaintiff,

v.

HARTFORD INSURANCE CO. OF THE MIDWEST,

Defendant.

**FIRST AMENDED COMPLAINT FOR BREACH OF CONTRACT, BREACH OF
IMPLIED COVENANT OF FAIR DEALING AND UNFAIR TRADE PRACTICES**

COMES NOW Plaintiff Yvonne Martinez, by and through her attorney of record
Amavalise F. Jaramillo, Esq., and in support of her complaint for personal injury states as
follows:

- 1) Plaintiff Yvonne Martinez is a resident of Valencia County, New Mexico.

- 2) At all times material to this complaint, Plaintiff Yvonne Martinez is and was a resident of Valencia County, New Mexico.
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- 18) Defendant breached the terms of any implied contract which existed between the parties.
- 19) Defendant is liable for breach of contract, incidental, consequential, compensatory and other damages as will be proven at trial.
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COUNT II: BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

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- 22) Defendant had a duty to act in good faith with respect to the obligations it owed Plaintiff its insured under the UM/UIM coverage that it owes Plaintiff under the policy.
- 23) Defendant breached that duty by failing to effectuate prompt, fair and equitable settlement of her claims under the policy.
- 24) Defendant further breached its duties it owed plaintiff by failing to compensate her for her bodily injuries in excess of the policy limits by the tortfeasor's insurance carrier.
- 25) Defendant is liable for breach of implied covenant of good faith and fair dealing in an amount to be proven at trial.

COUNT III: UNFAIR TRADE PRACTICES

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- 27) New Mexico law NMSA §57-12-2 proscribes certain unfair, deceptive or unconscionable trade practices.
- 28) Defendant committed unfair trade practices against plaintiff by misrepresenting the nature and benefits that it would provide Plaintiff under the automobile insurance policy.
- 29) Defendant is liable for unfair and deceptive trade practices in an amount as will be proven at trial.

Sincerely,

/s/ Amavalise F. Jaramillo, Esq.
Amavalise F. Jaramillo, Esq.
PO Box 28
Tome, NM 87060
Phone: 505-553-2092
Fax: 505-916-0377
Amavalise@gmail.com

SUMMONS on First Amended Complaint	
Thirteenth Judicial District Court Valencia County, New Mexico Court Address: 1835 Highway 314 SW P.O. Box 1089 Los Lunas, NM 870031 Court Telephone: (505) 865-4639	Case Number: D1314-CV-2016-00011 Judge: Hon. James L. Sanchez
Plaintiff(s)/Petitioner(s): Yvonne Martinez v. Defendant(s)/Respondent(s): Hartford Insurance Co. of the Midwest	Defendant/Respondent Name: Hartford Insurance Co. of the Midwest C/O John G. Franchini, Superintendent of Insurance P.O. Box 1689 Santa Fe, NM 87504-1689

TO THE ABOVE NAMED DEFENDANT(S)/RESPONDENT(S): Take notice that:

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA). The Court's address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at www.nmbar.org; 1-800-876-6657; or 1-505-797-6066.

Dated at Los Lunas, New Mexico, this ____ day of 3/9/2016, 20__.

CLERK OF COURT

By: /s/ Jane Yarbrough
Deputy



/s/ Amavalise F. Jaramillo
Signature of Plaintiff/Petitioner or Attorney
Name: Amavalise F. Jaramillo
Address: PO Box 28
Telephone: 505-304-0405
Fax: 505-916-0377
Email Address: Amavalise@gmail.com

THIS SUMMONS IS ISSUED PURSUANT TO RULE 1-004 OF THE NEW MEXICO RULES

RECEIVED

MAR 15 2016

Office of Superintendent
of Insurance

OF CIVIL PROCEDURE FOR DISTRICT COURTS.

RETURN

STATE OF NEW MEXICO)ss
COUNTY OF _____)

I, being duly sworn, on oath, state that I am over the age of eighteen (18) years and not a party to this lawsuit, and that I served this summons in _____ county on the _____ day of _____, _____, by delivering a copy of this summons, with a copy of complaint attached, in the following manner: **(check one box and fill in appropriate blanks)**

☐ to the defendant _____ (*used when defendant accepts a copy of summons and complaint or refuses to accept the summons and complaint*)

☐ to the defendant by [mail] [courier service] as provided by Rule 1-004 NMRA (*used when service is by mail or commercial courier service*).

After attempting to serve the summons and complaint on the defendant by personal service or by mail or commercial courier service, by delivering a copy of this summons, with a copy of complaint attached, in the following manner:

☐ to _____, a person over fifteen (15) years of age and residing at the usual place of abode of defendant _____, (*used when the defendant is not presently at place of abode*) and by mailing by first class mail to the defendant at _____ (*insert defendant's last known mailing address*) a copy of the summons and complaint.

☐ to _____, the person apparently in charge at the actual place of business or employment of the defendant and by mailing by first class mail to the defendant at _____ (*insert defendant's business address*) and by mailing the summons and complaint by first class mail to the defendant at _____ (*insert defendant's last known mailing address*).

☐ to _____, an agent authorized to receive service of process for defendant _____.

☐ to _____, [parent] [guardian] [custodian] [conservator] [guardian ad litem] of defendant _____ (*used when defendant is a minor or an incompetent person*).

☐ to _____ (*name of person*), _____, (*title of person authorized to receive service. Use this alternative when the defendant is a corporation or an association subject to a suit under a common name, a land grant board of trustees, the State of New Mexico or any political subdivision*).

Fees: _____

Signature of person making service

Title (if any)

Subscribed and sworn to before me this _____ day of _____, _____

Judge, notary or other officer authorized to administer oaths

Official Title